IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

NOTICE OF MOTION NO.1937 OF 2005

IN

SUIT NO.1541 OF 2005

...

Bank of Baroda ...Plaintiff

v/s.

Ramchandra K. Pandey & Anr. ...Defendants

...

Mr.Anant R. Bamne for the Plaintiff.

None for the Defendants.

...

CORAM: D.K.DESHMUKH, J.

DATED: 23RD NOVEMBER,2006

P.C.:

This is the bank suit. The learned Counsel for the Plaintiff states that he does not press this Notice of motion against the Defendant No.2. Defendant No.1 is served. Affidavit of service has been filed. None appears for the Defendant No.1. Defendant No.1 has not filed any reply. Therefore, in the absence of any reply accepting the averments made in the affidavit filed in support of Notice of Motion at their face value, motion is granted in terms of prayer clause (a) excluding bracketed portion.

If in case the Receiver finds that the Defendant No.1 is occupying the flat, the Receiver shall take only symbolic possession and shall offer agency of the flat on usual terms and conditions including royalty and security to the Defendant No.1 to be in possession, during the pendency of the suit. Till the Receiver takes possession, ad-interim order in terms of prayer clause (b) shall operate. Motion disposed of.

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